

Chapter Two -- Before You Move In

O.K. You've found an affordable rental in a neighborhood you like, but STOP! Before you sign anything or offer a deposit, do two important things:

- (1) INSPECT THE PLACE CAREFULLY**
- (2) UNDERSTAND THE LEASE**

Most tenant/landlord disputes arise because tenants are in a hurry--or are pressured--to seal the deal before they know what the real deal is! If the landlord becomes impatient or nasty in this stage of the process, there may be something he doesn't want you to know, or perhaps you're getting a glimpse of a bad disposition. In either case, you may want to shop around some more.

INSPECTING THE PREMISES

Get the key and spend time alone feeling the place out. Make notes about things you want to research or discuss with the landlord. Always check:

- Type of heat & cost (get winter bills from EPB)
- Water pressure (turn on all faucets at once and flush toilets)
- Windows open and seal; storm windows and screens
- Adequate storage and closet space
- Enough fully-functioning electrical outlets
- Appliances (push all buttons on stove, fan, A.C., heater, etc.)
- Doors and windows lock
- Fire or smoke alarms and escape

WATCH OUT FOR:

Units in the flood plain
Mildew, musty odors
Traces of bugs or rodents
Drafts; poor insulation
Water stains on ceiling
Septic tank odor in yard
Evidence of leaks under sinks

ASK NEIGHBORS ABOUT:

Heat and hot water situation
Security/safety
Landlord's disposition
Bugs
Sound-proofing/noise
How fast repairs are made

Always assume that you are renting the unit "as is." Promised repairs should be penned into the lease or otherwise obtained in writing. Even though the landlord may promise to fix the stove "as soon as you move in," it often doesn't get done. **If you decide to rent the place, assume you are renting it as is.**

PROTECT YOURSELF WITH A MOVE-IN INSPECTION

The landlord may provide a form; if not, list defects for his signature. Date and file it. Otherwise you may be charged for that damage when you seek return of your security deposit. If you ever have to prove the condition of the place when you moved in, one photograph is worth a thousand words.

UNDERSTANDING THE LEASE

The most important thing the tenant must do before moving in is to thoroughly read and understand the lease agreement. It is a binding legal contract enforceable in court. **A clearly written lease is the best tool to prevent disputes between landlord and tenant.** If the agreement is hard to read (tiny little type or old faded copy) and comprehend, ask the property manager to explain the "legalese" in plain language. Also refer to THE LAW section of this book.

Verbal leases:

Some landlords do not offer written contracts, however the following provisions of the Residential Landlord/Tenant Act still apply:

- If either party wishes to terminate the agreement, no "reason" need be given; however, "notice" is required. If rent is paid monthly, either party must notify at least 30 days before the next rent payment is due. For weekly rent, give 10 days notice.
- The same notice must be given for a rent raise.
- The landlord must make repairs and keep the unit habitable.
- Tenant is liable for damage.

IT IS WISE TO GET ALL AGREEMENTS IN WRITING!

Written Leases:

All written leases will include the following, and be signed by both parties.

- Names of landlord and tenant
- A description of the property
- Amount and due date of rent
- Specific length of time lease is in effect

Many simple leases include only these provisions, with no extra conditions. Most agreements, however, are much more complicated.

Typical clauses found in long complicated leases may be:

Defaults/eviction: You may agree to pay the landlord's legal fees. **In larger complexes you might sign away your right to receive notice of eviction from the landlord.** If rent is late more than 5 days late, you'll receive a letter demanding full payment in about a week. You are "presumed" to be notified of the intent to evict immediately (get a detainer warrant) if you don't meet this deadline. Your first written notice will be from an attorney demanding full payment plus fees!

Liability: You may waive all landlord liability for your possessions in case of flood, fire, leaks, etc. (See Renter's Insurance.)

Automatic Renewal: Obligates you for another term unless you give notice NOT to renew at least 30 days before the lease expires.

Repairs: You may be required to give written notice when you need repairs, and to pay for things you break.

Security: Landlord will disclaim responsibility for your safety.

Cleaning: You may be asked to leave the unit as clean as when you moved in, or pay for cleaning. **Beware of high cleaning fees!**

"Entire Agreement": States that there are no "oral agreements" other than what is written in the lease. **Get everything in writing!**

WATCH YOUR RIGHTS! It is advisable to avoid, revise or at least discuss these lease provisions:

Free Access: "Management or its agents may enter at any reasonable time." Are you sure you want this? See Access in Chapter 4.

Waiving of Notice: See "Default" above.

Liens: Even though you agree that management can hold your stuff if rent isn't paid, this provision is not enforceable in court.

Rent escalation clause: Beware of escalation clauses. Discuss how often and how much rent raises will be.

Ask if you can terminate your lease WITHOUT CHARGE if you can't live with the rent raise! One of the major benefits of a lease is a guaranteed rent rate. In waiving this guarantee, you give up a lot!

Negotiate to strike the clause, or just say no thanks!

Liability: Some leases ask you to forgo your right to hold the landlord responsible for his negligence which may result in your injury. Even though you may have "released the lessor from all claims and damages," this provision could not necessarily protect the landlord in court.

CHECK IT OUT BEFORE YOU SIGN! The lease and "rules" that you sign will be enforced. These documents are often too complicated and lengthy, and tenants often don't take the time to ask "**May I . . .**"

- . . . **change the window coverings?**
- . . . **opt not to have my unit regularly sprayed for pests?**
- . . . **make (specific) modifications for my disability?**
- . . . **paint or wallpaper?**
- . . . **work on my vehicle on premises?**
- . . . **practice my music?**
- . . . **park my motorcycle, boat or R.V.?**
- . . . **let my guests park here?**
- . . . **add a roommate?**
- . . . **put up a ceiling fan?**
- . . . **decorate my balcony?**
- . . . **buy a waterbed?**
- . . . **install a dead-bolt lock?**
- . . . **have parties at the pool?**
- . . . **cook outside?**
- . . . **get a cat?**
- . . . **keep my kids here on weekends?**
- . . . **invite my mother for 3 weeks?**
- . . . **use my shop equipment, ham radio, etc.?**

If you rent a private house, find out who mows the yard and how often, how to prevent frozen pipes, how to operate the furnace, what maintenance people to call in emergencies, and so on.

FINALLY! . . . before you sign and "take possession". . .

- o Know the landlord's full name (get a card).
- o Know how to reach him or her by phone **and by mail**. If he/she won't give you an address, **BEWARE!**
- o Get a signed receipt for rent and deposit. **No cash!**
- o **Get a copy of the contract**. If you don't, yer dumb!